



Health Services
LOS ANGELES COUNTY

**Los Angeles County
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December 19, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF AMENDMENT NO. 2 TO AGREEMENT NO. H-700817
WITH HAMILTON KLOW ASSOCIATES**
(1st District) (3 Votes)

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Director of Health Services, or his designee, to sign Amendment No. 2 to Agreement No. H-700813, substantially similar to Exhibit I, for Medical Planning and Technical Support Services with Hamilton Klow Associates, to produce the LAC+USC General Hospital Transitional Use Plan, effective date of Board approval through October 31, 2007, with a maximum obligation of \$157,500, increasing the maximum obligation from \$700,000 to \$857,500.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

In approving the recommended action, the Board is authorizing the Director of Health Services, or his designee, to sign Amendment No. 2 to Agreement No. H-700813 to amend the medical planning and technical support services agreement with Hamilton Klow Associates (HKA) to include a Transitional Use Plan for General Hospital. Under terms of a Memorandum of Agreement (MOA) with the Federal Emergency Management Agency (FEMA), the California State Historic Preservation Officer (SHPO), and Los Angeles County, a plan for the reuse of General Hospital at LAC+USC Medical Center is required.

FISCAL IMPACT/FINANCING:

The cost for Amendment No. 2 is \$157,500 which consists of \$150,000 for the LAC+USC General Hospital Transitional Use Plan, plus \$7,500 for reimbursable expenses. This amendment increases the Agreement's maximum obligation from \$700,000 to \$857,500. Funding is included in the LAC+USC Medical Center Fiscal Year (FY) 2006-07 Final Budget and will be requested in FY 2007-08.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

On November 30, 2004, the Board approved an Agreement with HKA through October 31, 2006, with a maximum obligation of \$200,000, to provide medical planning and technical support services.

On July 19, 2005, the Board approved Amendment No. 1 to the Agreement with HKA to provide a comprehensive Campus Master Plan for LAC+USC Medical Center for a maximum obligation of \$500,000. Amendment No. 1 also extended the Agreement through October 31, 2007. The Campus Master Plan, which is scheduled to be completed in December 2006, will establish an overall direction for facilities and site development, set priorities for short-term needs, and build consensus about longer-term development and improvement of the LAC+USC Medical Center campus.

The Campus Master Plan includes a preliminary assessment of historic resources on the campus and a preliminary occupancy plan for General Hospital. These preliminary efforts identified the need for significant additional work on the Transitional Use Plan in order to have the plan approved by FEMA and SHPO. HKA's work already completed on Campus Master Plan elements will be used as the basis for the Transitional Use Plan, which will include sufficient detail to obtain approval from the Chief Administrative Office and subsequent submittal to FEMA and SHPO.

Amendment No. 2 will include a plan for transitional use of a portion of General Hospital and a mothballing plan for the remaining unoccupied portion of the building. The plan will identify the specific uses that the Department of Health Services (DHS) proposes for General Hospital, along with the proposed duration of this occupancy. It will also identify all areas that will be unoccupied, and will include a mothballing plan for these areas that meets the requirements of the US Department of the Interior, as stated in Preservation Brief 31. Potential long term reuse of General Hospital will not be addressed in this plan.

Preservation specialists and architects from HKA will review the Transitional Use Plan of General Hospital to ensure that the proposed activities will have no impact on significant architectural features or otherwise compromise the building's historic significance. The plan will include cost estimates for mothballing and a project schedule showing the sequence and duration of required work to meet mothballing requirements. It will also include cost estimates and schedules for renovations required to accommodate the transitional use of General Hospital.

The transitional use of General Hospital will plan to accommodate necessary hospital support services not included within the Replacement Facility. This transitional use will be required until alternative facilities can be located and/or constructed to accommodate them. It is envisioned that portions of the basement and first three floors of General Hospital may be occupied by a variety of LAC+USC Medical Center departments for a period of up to ten years after the opening of the Replacement Facility.

The mothballing portion of the plan will also document measures required to protect this historic building and outline the steps needed to "de-activate" the property for an extended period of time. The HKA project team will consist of architects, historians, preservation specialists, and contractors with expertise in this type of plan. The mothballing plan will outline the needed physical repairs to protect the building for up to ten years. The consultant team will prepare an assessment to set priorities for repairs necessary to stabilize the property. As part of this assessment, historic architectural features will be rated on a scale of their importance to the integrity and significance of the building.

Attachment A provides additional information.

County Counsel has reviewed and approved Exhibit I as to form.

Implementation of Strategic Plan Goals

The action meets the County's Strategic Plan Goals of Fiscal Responsibility and Workforce and Organization Excellence by effectively managing County resources and investing in preserving and protecting the critical public infrastructure.

Consistency with DHS System Redesign

This action meets strategic goals to improve the value (quality and efficiency) of health care provided by DHS and to enhance and protect the health of the residents of Los Angeles County.

CONTRACTING PROCESS:

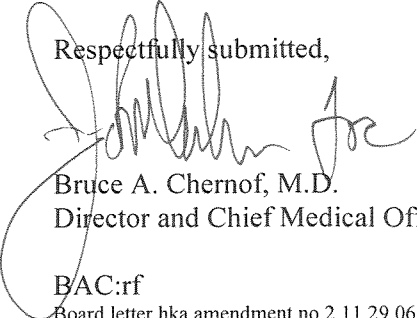
DHS developed a Request for Proposals (RFP) for as-needed medical planning and technical support services in 2004. In April 2004, responses were received from three firms. An evaluation committee was convened and recommended HKA as the most qualified to provide the required services. On November 30, 2004, the Board approved the Agreement. Consequently, it is not appropriate to advertise Amendment No. 2 on the Los Angeles County on-line web site as a business opportunity.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

Board approval will permit the County and DHS to comply with the MOA requirements with FEMA and SHPO.

Upon approval by the Board of Supervisors, the Executive Officer, Board of Supervisors is requested to return three adopted copies of this letter to the Department of Health Services.

Respectfully submitted,



Bruce A. Chernof, M.D.
Director and Chief Medical Officer

BAC:rf
Board letter hka amendment no 2 11.29.06

Attachments (2)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

SUMMARY OF AGREEMENT

1. **TYPE OF SERVICE:**

The Amendment provides for the LAC+USC General Hospital Transitional Use Plan.

2. **AGENCY NAME AND CONTACT PERSON:**

Hamilton Klow Associates
6711 Forest Lawn Drive
Los Angeles, CA 90068
Attention: Gene Klow, AIA
Telephone: (323) 876-5593

3. **TERM OF AGREEMENT:**

Effective upon Board approval through October 31, 2007.

4. **FINANCIAL INFORMATION:**

The maximum cost for Amendment No. 2 is \$157,500 which consists of \$150,000 for LAC+USC General Hospital Transitional Use Plan and \$7,500 for reimbursables. The revised maximum obligation for the Agreement is \$857,500. Funding is included in the LAC+USC Fiscal Year (FY) 2006-07 Final Budget and will be requested in FY 2007-08.

5. **GEOGRAPHIC AREAS SERVED:**

First District

6. **ACCOUNTABLE FOR MONITORING AND EVALUATION:**

Carolyn Rhee, Project Director , LAC+USC Medical Center Replacement Project

7. **APPROVALS:**

Chief Deputy Director: John R. Cochran III

Contracts and Grants: Cara O'Neill, Chief

County Counsel: Christina Salseda

AGREEMENT FOR MEDICAL PLANNING AND
TECHNICAL SUPPORT SERVICES

AMENDMENT NO. 2

THIS AMENDMENT is made and entered into this _____ day
of _____, 2006,

by and between COUNTY OF LOS ANGELES
(hereafter "County"),

and HAMILTON KLOW ASSOCIATES
(hereafter "Consultant")

WHEREAS, reference is made to that certain document
entitled, "AGREEMENT FOR MEDICAL PLANNING AND TECHNICAL SUPPORT
SERVICES", dated November 30, 2004, and any amendments thereto,
all further identified as County Agreement No. H-700813
(hereafter referred to as "Agreement"); and

WHEREAS, it is the intent of the parties hereto to amend the
Agreement to provide additional services, increase the maximum
obligation accordingly, and make the changes described
hereinafter; and

WHEREAS, Agreement provides that changes may be made in the
form of a written amendment which is formally approved and
executed by the parties.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall become effective on the date of
Board of Supervisor's approval.

2. Exhibit G, Scope of Work - LAC+USC General Hospital
Transitional Use Plan, and Exhibit H, Billing Rates, attached
hereto and incorporated herein by reference, shall be added to

the Agreement.

3. Subparagraphs 1.1 and 1.2 of Agreement Paragraph 1.0, CONSULTANT'S SERVICES, shall be revised to read as follows:

"1.0 CONSULTANT'S SERVICES

1.1 The services to be performed by Consultant shall be on an exclusive, as-needed basis and shall include the responsibilities outlined in Exhibits A, E and G of this Agreement (which are incorporated by reference herein and made a part of this Agreement), subject to the provisions of Section 4, COUNTY'S RESPONSIBILITY, of this Agreement. No work shall commence on any Project under this Agreement until a written Notice to Proceed is issued by County.

1.2 Consultant shall promptly correct or revise any errors or deficiencies in Consultant's services furnished under this Agreement, including, but not limited to, those services outlined in Exhibits A, E and G. In no event shall the preparation of such revisions or corrections result in an increase in the compensation to be paid by County under this Agreement."

4. Subparagraph 7.1 of Agreement Paragraph 7.0, AGREEMENT SUM, shall be revised to read as follows:

"7.0 AGREEMENT SUM

7.1 The maximum dollar amount for all services approved under this Agreement shall not exceed Eight Hundred Fifty-Seven Thousand Five Hundred Dollars (\$857,500) for work authorized by County on specific projects during the term. This sum represents the total maximum obligation of County as shown in Exhibit B (\$200,000 for planning and design deliverables for the period November 30, 2004 through October 31, 2007), Exhibit F (\$500,000 for master plan deliverables for the period June 1, 2006 through October 31, 2007), and Exhibit H (\$157,500 for LAC+USC General Hospital Transitional Use Plan to be delivered by October 31, 2007), attached hereto and incorporated herein by reference. Since the extent of the services to be performed is to be determined during the course of this Agreement, actual payments to Consultant may be less than the maximum not-to-exceed amounts specified herein."

5. Paragraph 15.1, PROHIBITION AGAINST ASSIGNMENT AND DELEGATION, shall be replaced by Paragraph 15.1 to read as follows:

"15.1 PROHIBITION AGAINST ASSIGNMENT AND DELEGATION

- A. The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegatee or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition

is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

- C. If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor."

6. Subparagraphs 15.9.3 and 15.9.4 of Agreement Paragraph 15.9, CONSULTANT'S RESPONSIBILITY AND DEBARMENT, shall be replaced by Subparagraph 15.9.3 to read as follows:

"15.9.3 CONTRACTOR RESPONSIBILITY AND DEBARMENT

- A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is County's policy to conduct business only

with responsible contractors.

- B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this or other contracts, which indicates that Contractor is not responsible, County may, in addition to other remedies provided in the contract, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five(5)years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with County.
- C. County may debar Contractor if County's Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated a term of a contract with County or a nonprofit corporation created by County, (2) committed an act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with County, any other

public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

- D. If there is evidence that Contractor may be subject to debarment, the Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether contractor should be debarred, and if so,

the appropriate length of time of the debarment. Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

- F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right at its sole discretion to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.
- G. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it

finds that Contractor has adequately demonstrated one or more of the following:

(1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.

- H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment

is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

- I. These terms shall also apply to any subcontractors of County Contractors."

7. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Director of Health Services, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month and year first above written.

COUNTY OF LOS ANGELES

By _____
Bruce A. Chernof, M.D.
Director and Chief Medical Officer

HAMILTON KLOW ASSOCIATES
Contractor

Signature

By _____
Print Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

By _____

APPROVED AS TO CONTRACT
ADMINISTRATION:
Department of Health Services

By _____
Cara O'Neill, Chief
Contracts and Grants Division

RF:r
Board letter hka amendment no 2 actual 11.29.06

**MEDICAL PLANNING AND TECHNICAL SUPPORT SERVICES
CONTRACT NO. H-700813-2 – AMENDMENT NO. 2**

HAMILTON KLOW ASSOCIATES

**SCOPE OF WORK FOR
LAC+USC GENERAL HOSPITAL TRANSITIONAL USE**

Consultant will provide a LAC+USC General Hospital Transitional Use Plan that will include the following services:

I. PROJECT MANAGEMENT

Provide Project Management of the activities related to the Transitional Use Plan which includes developing a detailed schedule to complete the plan, identify and meet with all interested parties to solicit information and input. Completion Date: January 31, 2007

II. RESEARCH AND CONDITIONS ASSESSMENT FOR GENERAL HOSPITAL

Obtain and review past historic documentation to include previous studies conducted of the architectural significance of the buildings, old photographs, historical documents, and original as built drawings which include plans, sections, elevations and details showing the original architect's intent for the buildings. Review building condition assessment reports and conduct detailed facility assessments of General Hospital. Meet with Facility Maintenance staff to review maintenance records. Develop and provide a revised existing conditions document of General Hospital. Completion Date: February 28, 2007

III. REVIEW HISTORIC SIGNIFICANCE OF GENERAL HOSPITAL BUILDING

Review historic significance of General Hospital to include the draft architectural and historical significance of the property. Prepare an existing historic condition assessment to include recommendations and a complete Preservation Plan Report. Completion Date: March 30, 2007

IV. TRANSITIONAL USE PLAN FOR GENERAL HOSPITAL

Develop and prepare the space and occupancy plan of General Hospital. Prepare a draft of the Transitional Plan for General Hospital. Coordinate and meet with all interested stakeholders including but not limited to LAC+USC Medical Center staff, Department of Health Services (DHS) representatives, Chief Administrative Office (CAO) and others to solicit input on the plan. Consult with State Historical Preservation Office (SHPO) on the proposed Transitional Use Plan and incorporate

comments. Prepare General Hospital Transitional Use Plan that will be a part of the Final Plan. Completion Date: April 30, 2007

V. MOTHBALLING PLAN

Develop the mothballing portion that will meet the requirements of the National Park Service's Preservation Brief #31. Document measures required to protect the historic building. Prepare cost estimates for mothballing a portion of the General Hospital and project schedule showing the sequence and duration of the required work to be done to meet the mothballing requirements. Formulate the final mothballing portion that will be a part of the Final Plan. Under CAO's direction, coordinate the plan submission to SHPO. Work with CAO and DHS to address all comments by SHPO and incorporate into the Final Plan. Completion Date: April 30, 2007

VI. POTENTIAL LONG-TERM REUSE OF GENERAL HOSPITAL

Coordinate and meet with various stakeholders including but not limited to LAC+USC Medical Center staff, DHS representatives, CAO and others to discuss reuse of General Hospital. Create narrative and graphic description of reuse options. Present reuse options to the stakeholders and edit document to incorporate into the Final Plan that will be submitted to SHPO. Completion Date: May 31, 2007

For each identified deliverable, marked I-VI above, County, at its sole discretion, shall determine the acceptability of such deliverable. In the event County determines that any or all deliverables were not completed by the stated deadlines, or that the deliverable(s) do not meet the standards set forth in this Exhibit G, County, at its sole discretion, may determine an appropriate prorated amount, as full payment for any deliverable.

EXHIBIT H**MEDICAL PLANNING AND TECHNICAL SUPPORT SERVICES
CONTRACT NO. H-700813-2 – AMENDMENT NO. 2****HAMILTON KLOW ASSOCIATES****BILLING RATES FOR
LAC+USC GENERAL HOSPITAL TRANSITIONAL USE**

SERVICE	MAXIMUM COST
Project Management	\$150,000 \$ 6,080
Research and Conditions Assessment for General Hospital	\$39,380
Review Historic Significance of General Hospital	\$12,600
Transitional Use for General Hospital	\$37,960
Mothballing Plan	\$39,040
Potential Long-Term Reuse of General Hospital	\$14,940
Reimbursables*	\$7,500
TOTAL MAXIMUM FEE	\$157,500

*County, as its sole discretion, may disallow any Contractor reimbursables, which are inconsistent with County policies or which County determines are not appropriately documented.